

EXHIBIT 1

PART ONE

CASE NO. C 07-0201 SC

PLAINTIFFS' MOTION, NOTICE AND MEMORANDUM OF POINTS AND AUTHORITIES IN
SUPPORT OF MOTION FOR FINAL APPROVAL OF SETTLEMENT .

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

Jeff Pokorny, Larry Blenn, and Kenneth
Busiere, on behalf of themselves and those
similarly situated,

Plaintiffs,

v.

Quixtar, Inc.,

Defendants.

CASE NO. C 07-0201 SC

**DECLARATION OF JASON M.
STINEHART REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

DATE: November 16, 2012
TIME: 10:00 a.m.
CTRM: The Honorable Samuel Conti

I, Jason M. Stinehart, declare as follows:

1. I am a Senior Project Administrator for Rust Consulting, Inc. ("Rust Consulting"), which serves as the Claims Administrator for the settlement of the above-captioned action ("Settlement"). I am responsible for supervising the class action administration services provided by Rust Consulting in connection with the Settlement. I have personal knowledge of the facts set forth below.

2. Rust Consulting specializes in class action notification and claims administration. Rust Consulting has provided claims administration services for class actions containing up to seven million Class Members in cases involving consumers, pension benefits, securities, product liability, insurance, antitrust, fraud, property, employment, discrimination, bankruptcy and other types of class action cases. We regularly provide large-scale notification, claim form request processing, claims validation and processing, settlement benefits distribution, and claims administration services. Rust Consulting has provided claims administration services for more than 3,000 class action settlements and distributed billions of dollars in settlement assets.

3. Rust Consulting was appointed by the Court as Claims Administrator in this matter to, among other things, (a) mail the Class Notice; (b) establish and maintain a Settlement website with links to documents on file with the Court, the ability to download a copy of the Long Form Notice and Claim Form and the ability to file a claim form online; (c) establish and maintain a toll-free number where Class Members are provided pre-recorded answers to general Settlement information; and (d) obtain a post office box for receipt of undeliverable and forwarded Notices, Claim Forms and other communications.

4. **Class Member Data.** On March 28, 2012, Rust Consulting received a database of 2,996,720 records ("Class Member List") from Quixtar that contained potential class member names, last known addresses and email addresses where available. Mailing addresses existed for all database records. Due to a small amount of overlap in the database, the Class Member List contained information for 2,996,557 class members. Approximately 1.36 million database records additionally included an email address. Rust Consulting verified and updated the Class Member List address information through the National Change of Address database ("NCOA"), which contains all requested changes of address which have been filed within the last 48 months with the United States Postal Service and are currently in effect. Rust Consulting cross-referenced addresses from the Class Member List with addresses found in the NCOA cards filed with the United States Postal Service. The Coding Accuracy Support System ("CASS") was utilized to standardize the addresses in the Class Member List to ensure that they conformed to United States Postal Service rules by using a computer designed for that purpose.

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2 5. **Class Member Notice.** Pursuant to the notice plan approved by the court, Rust
3 Consulting took the following steps to provide notice to potential class members. On April 16,
4 2012, Court-approved Class Notices were mailed via USPS First-Class Mail to 1,631,662
5 potential class members. A sample Notice is attached hereto as **Exhibit A**. As of October 8,
6 2012, 9,646 Notices were returned as undeliverable with a forward order on file and were
7 promptly re-mailed to the forwarding address on record. 420,545 Notices were returned as
8 undeliverable with no forward order on file and Rust Consulting attempted to locate a better
9 mailing address through an address trace, resulting in 334,855 Notice remains.

10 6. **Class Member Email Notice.** On April 16, 2012, email notice in the form
11 approved by the Court in its February 21, 2012 Order were sent to 1,365,058 potential class
12 members. A sample email Notice is attached hereto as **Exhibit B**. 384,924 email notifications
13 were not deliverable, and these potential class members were sent a postcard notice on May 18,
14 2012. In advance of sending the email notices, Rust Consulting employed a number of
15 techniques in order to minimize the number of email notices caught by spam filters. These
16 included notifying large ISPs and IP providers of the purpose of the email, avoiding certain words
17 and phrases, and sending notice in manageable batches over time. Postcard notice in the form
18 approved by the Court's February 21st Order was sent to those potential class members by USPS
19 First-Class Mail on May 18, 2012. On July 30, 2012, a second round of email notice was sent to
20 1,365,058 potential class members, pursuant to the Court's July 20, 2012 Order.

21 Therefore, Rust estimates that approximately 2,911,030 potential class members received
22 individual notice by either email or postcard, which is approximately 97% of potential class
23 members targeted. The headlines of the mailed postcard notices and email notices were
24 displayed in English and Spanish and both the mailed postcard notices and email notices
25 contained a line in Spanish beneath the headline directing potential class members to call the toll
26 free number or go to the Settlement Website for a notification in Spanish. Spanish translations of
27 the Long-Form Notice and of the Claim Form were available on the Settlement Website.
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2 7. **Publication Notice.** In addition, notice was published in the following national
3 periodicals on the dates indicated: *Family Circle* (May 8, 2012), *Ladies' Home Journal* (May 8,
4 2012), and *TV Guide* (May 3, 2012).

5 8. **Website.** On April 16, 2012, Rust Consulting established a website at the domain
6 <http://www.quixtarclass.com>. Attached hereto as **Exhibit C** is a screen shot of the home page of
7 the Settlement website. The website provides a summary of the Settlement, and also allows
8 potential class members to view answers to frequently asked questions and review documents
9 relating to the Settlement. Individuals visiting the website are able to file a claim online and/or
10 download a copy of the Long Form Notice and Claim Form. In July 2012, the Claim Form and
11 the Settlement Website were updated to inform potential class members that the Claims
12 Administrator may accept a signed statement verifying losses. At the same time, potential class
13 members who called the toll free number with questions regarding the submission of their claims
14 were advised that the Claims Administrator may accept a signed statement verifying losses. It is
15 my understanding that potential class members whose calls were directed to Boies, Schiller &
16 Flexner LLP were similarly advised. As of October 8, 2012, Rust Consulting has received
17 614,299 main page hits to the website.

18 9. **Toll-Free Number.** On April 16, 2012, Rust Consulting established a dedicated
19 toll-free telephone number at 1-888-334-6149 with an interactive voice response system
20 containing an approved, scripted Settlement summary. The automated system allows callers to
21 select from several pre-recorded frequently asked questions to obtain Settlement information. As
22 of October 8, 2012, Rust Consulting has received 49,634 calls to the toll-free number.

23 10. **Claim Forms.** As of October 8, 2012, Rust Consulting has received 65,451
24 Claim Forms, which represents a claim filing rate of approximately 3.0% based on the estimated
25 number of potential class members eligible to file a claim. Pursuant to the Court's February 21,
26 2012 Order, we considered a claim timely if it was submitted online by midnight, August 17,
27 2012, or, if submitted by mail, it was postmarked no later than August 17, 2012. 55,925 of the
28 claims were submitted online.

• Among potential class members that filed claims, 48,908 potential class members filed claims for registration fee benefits under Section II (product) of the claim form. These claims break down as follows among the available 12 product bundles valued at \$75.00 per bundle, for a total product value of \$3,668,100.00:

Section II Product Bundles - 1st choice	Count	%	Total Value
Family Supplements	7,000	14.31%	\$525,000.00
Supplements & skin care	2,812	5.75%	\$210,900.00
Supplements & skin care oily	1,124	2.30%	\$84,300.00
Double X supplement	6,743	13.79%	\$505,725.00
Artistry and Nutrilite-Women	4,131	8.45%	\$309,825.00
Tolsom and Nutrilite-Men	1,007	2.06%	\$75,525.00
Laundry care-Immune Suppl.	5,582	11.41%	\$418,650.00
Laundry care-Him Her Suppl.	3,522	7.20%	\$264,150.00
Weight Management	3,367	6.88%	\$252,525.00
Personal Care	3,902	7.98%	\$292,650.00
Energy	6,302	12.89%	\$472,650.00
Sports	3,416	6.98%	\$256,200.00
TOTAL	48,908	100.00%	\$3,668,100.00

• 18,225 potential class members filed claims for BSM expenditures under Section III (cash for BSM losses). The estimated dollar value of these claims, if paid according to the terms set forth in the notice and the claim form (i.e., claimants may receive 20% of their claimed losses, up to a maximum recovery of \$2,000 per claimant), is \$6,254,956.56.

• 5,940 potential class members filed “special hardship” claims under Section IV. Of those potential class members who filed “special hardship” claims, 1,454 indicated that they filed for personal bankruptcy as a result of their recruitment into and operation of their Quixtar business. Approximately 21% of Section IV claims included documentation. Of the

approximately 21% that submitted Section IV documentation, about 26% (286 records) indicated an actual amount. The estimated dollar value of Section IV claims with accompanying documentation, if paid according to the terms set forth in the notice and the claim form (i.e., claimants may receive 20% of their claimed losses, up to a maximum recovery of \$10,000), is \$1,636,736.70. This estimate is based on information provided by hardship claimants. It does not account for any adjustments or disallowances that the Special Master may make in adjudicating these claims. Section IV claimants who did not submit any documentation or inadequate documentation (approximately 79% of the Section IV claimants) will be sent a follow-up letter advising them they must submit documentation or their claims will be denied.

11. **Untimely Claim Forms.** As of September 30, 2012, Rust Consulting has received 1,223 untimely claims.

- 794 potential class members filed late claims for registration fee benefits under Section II (product) of the claim form. These claims break down as follows among the available 12 product bundles, for a total product value of \$59,550.00:

Section II Product Bundles - 1st choice	Count	%	Total Value
Family Supplements	162	20.40%	\$12,150.00
Supplements & skin care	47	5.92%	\$3,525.00
Supplements & skin care oily	26	3.27%	\$1,950.00
Double X supplement	87	10.96%	\$6,525.00
Artistry and Nutrilite-Women	80	10.08%	\$6,000.00
Tolsom and Nutrilite-Men	17	2.14%	\$1,275.00
Laundry care-Immune Suppl.	85	10.71%	\$6,375.00
Laundry care-Him Her Suppl.	50	6.30%	\$3,750.00
Weight Management	43	5.42%	\$3,225.00
Personal Care	53	6.68%	\$3,975.00

Energy	101	12.72%	\$7,575.00
Sports	43	5.42%	\$3,225.00
TOTAL	794	100.00%	\$59,550.00

• 435 potential class members filed late claims for BSM expenditures under Section III (cash for BSM losses). The estimated dollar value of these claims, if paid according to the terms set forth in the notice and the claim form (i.e., claimants may receive 20% of their claimed losses, up to a maximum recovery of \$2,000 per claimant), is \$213,503.75.

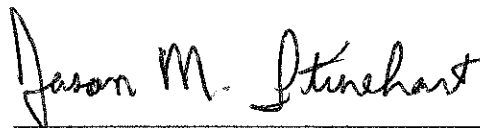
• 149 potential class members filed late “special hardship” claims under Section IV. Of those potential class members who filed “special hardship” claims, 46 indicated that they filed for personal bankruptcy as a result of their recruitment into and operation of their Quixtar business. Approximately 17% of late Section IV claims included documentation. Of the approximately 17% that submitted Section IV documentation, about 27% (7 records) indicated an actual amount. The estimated dollar value of Section IV claims with accompanying documentation, if paid according to the terms set forth in the notice and the claim form (i.e., claimants may receive 20% of their claimed losses, up to a maximum recovery of \$10,000), is \$33,601.06.

12. **Exclusions/Objections.** Pursuant to the Court’s February 21, 2012 Order, we considered an objection or opt-out request timely if it was postmarked no later than August 17, 2013. Rust Consulting has received 260 timely requests for exclusion, and 18 timely filed written objections, which represents a small percentage of all putative class members to whom notice was sent and of potential class members who filed claims. The list of exclusion and objection requests is attached hereto as **Exhibit D**. Several individuals who submitted opt-out requests indicated that were doing so because they had not suffered any losses as a result of their participation in Quixtar. Attached as **Exhibit E** is a subset of the actual opt outs provided at the request of Quixtar. The actual objections are attached as **Exhibit F**.

13. **Notice and Administration Costs.** As of October 8, 2012, the total costs of notice and claims administration is \$1,376,957.32.

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2 14. Estimated Cost for Additional Notice Outreach. Rust Consulting estimates
3 that it would cost approximately \$308,740 to mail and email potential class members who did
4 not respond to the first notification.
5

6 I declare under penalty of perjury under the laws of the State of Minnesota and the United States
7 of America that the above is true and correct to the best of my knowledge and that this
8 Declaration was executed this 11th day of October, 2012, at Faribault, Minnesota.
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Jason M. Stinehart

EXHIBIT A**Court-Ordered Legal Notice**

**CLAIMS ADMINISTRATOR
PO BOX 8036
FARIBAULT, MN 55021-9436**

Si usted fue distribuidor de Amway/Quixtar en cualquier momento entre el 1 de enero de 2003 y el 21 de febrero 2012, podrá obtener beneficios del acuerdo logrado a partir de una demanda colectiva.

Para una notificación en Español, llamar 1-888-334-6149 o visitar www.QuixtarClass.com

The Plaintiffs' attorneys will submit an application for attorneys' fees to the Court by May 27, 2012, which may then be viewed at www.QuixtarClass.com.

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Rust Consulting, Inc.

Important Notice About Quixtar (Amway) Settlement

NAME
ADDRESS
CITY STATE ZIP CODE

If You Were an Amway/Quixtar Distributor At Any Time Between January 1, 2003 and February 21, 2012, you could get benefits from a Settlement.

Records show that you are a current or former Amway/Quixtar distributor. A lawsuit was filed against Quixtar, Inc., ("Quixtar") over its pricing of goods and its recruitment of Quixtar distributors, whom the company calls "Independent Business Owners" ("IBOs"). Quixtar denies that it did anything wrong. The Settlement includes \$34 million in cash, \$21 million (retail value) in free products, and a legal commitment from Quixtar that it will change certain business practices. Go to www.QuixtarClass.com for more information and to file a claim online.

Who's Included? You are included in the Settlement if at any time between January 1, 2003 and February 21, 2012, you were an IBO or a legal entity through which an IBO conducted a Quixtar-related business.

What Can You Get? Former IBOs who quit Quixtar before February 21, 2012 may be eligible to receive a cash payment and/or free products. Former IBOs may be eligible to get (1) up to \$75 in free products if you paid a registration fee which was not refunded and if you did not renew your Quixtar distributorship; (2) up to \$2,000 to repay you for the purchase of business support materials, and (3) up to \$10,000 if you lost more than \$10,000 or filed for bankruptcy because of your participation as an IBO. Current IBOs are not eligible to receive compensation from the Settlement, however, they will benefit from certain business reforms.

How to Get Benefits? You must submit a Claim Form to get benefits. The Claim Form is available at www.QuixtarClass.com or by calling 1-888-334-6149. You can submit a Claim Form online or by mail. The deadline to submit a Claim Form is **August 17, 2012**.

Your Other Rights. If you do nothing, your rights will be affected. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement. The deadline to exclude yourself is **August 17, 2012**. If you do not exclude yourself you will not be able to sue Quixtar and sellers of "business support materials" for any claim relating to the lawsuit. If you stay in the Settlement, you may object to it by **August 17, 2012**. You may object by sending a letter to the Claims Administrator at PO Box 8035, Faribault, MN 55021-9435 which will be provided to the Court. The Court will hold a hearing on **November 16, 2012** to consider whether to approve the Settlement and award attorneys' fees. You can appear at the hearing, but you don't have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing. **The Detailed Notice, available at www.QuixtarClass.com or by calling 1-888-334-6149, further explains how to exclude yourself or object.**

Attorneys' Fees. The Plaintiffs' attorneys anticipate seeking fees of \$15,000,000 (15 million dollars). Any awarded attorneys' fees and costs will be paid from the Cash Settlement Fund.

For more information or a Claim Form: 1- 888-334-6149 www.QuixtarClass.com

EXHIBIT B

From: Amway/Quixtar Settlement Administrator
Subject: Amway/Quixtar Settlement

**If You Were an Amway/Quixtar Distributor at Any Time Between
January 1, 2003 and February 21, 2012 You Could Get Benefits from a Settlement.**

Si usted fue distribuidor de Amway/Quixtar en cualquier momento entre el 1 de enero de 2003 y el 21 de febrero 2012, podrá obtener beneficios del acuerdo logrado a partir de una demanda colectiva.

Para una notificación en Español, llamar 1-888-334-6149 o visitar www.QuixtarClass.com

Records show that you are a current or former Amway/Quixtar distributor. A lawsuit was filed against Quixtar, Inc., ("Quixtar") over its pricing of goods and its recruitment of Quixtar distributors, whom the company calls "Independent Business Owners" ("IBOs"). Quixtar denies that it did anything wrong. The Settlement includes \$34 million in cash, \$21 million (retail value) in free products, and a legal commitment from Quixtar that it will change certain business practices. Go to www.QuixtarClass.com for more information and to file a claim online.

Who's Included? You are included in the Settlement if at any time between January 1, 2003 and February 21, 2012, you were an IBO or a legal entity through which an IBO conducted a Quixtar-related business.

What Can You Get? Former IBOs who quit Quixtar before February 21, 2012 may be eligible to receive a cash payment and/or free products. Former IBOs may be eligible to get (1) up to \$75 in free products if you paid a registration fee which was not refunded and if you did not renew your Quixtar distributorship; (2) up to \$2,000 to repay you for the purchase of business support materials, and (3) up to \$10,000 if you lost more than \$10,000 or filed for bankruptcy because of your participation as an IBO. Current IBOs are not eligible to receive compensation from the Settlement, however, they will benefit from certain business reforms.

How to Get Benefits? You must submit a Claim Form to get benefits. The Claim Form is available at www.QuixtarClass.com or by calling 1-888-334-6149. You can submit a Claim Form online or by mail. The deadline to submit a Claim Form is **August 17, 2012**.

Your Other Rights. If you do nothing, your rights will be affected. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement. The deadline to exclude yourself is **August 17, 2012**. If you do not exclude yourself you will not be able to sue Quixtar and sellers of "business support materials" for any claim relating to the lawsuit. If you stay in the Settlement, you may object to it by **August 17, 2012**. You may object by sending a letter to the Claims Administrator at PO Box 8035 Faribault, MN 55021 which will be provided to the Court. The Court will hold a hearing on **November 16, 2012** to consider whether to approve the Settlement and award attorneys' fees. You can appear at the hearing, but you don't have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing. The detailed notice, available at www.QuixtarClass.com or by calling 1-888-334-6149, further explains how to exclude yourself or object.

Attorneys' Fees. The Plaintiffs' attorneys anticipate seeking fees of \$15,000,000 (15 million dollars). Any awarded attorneys' fees and costs will be paid from the Cash Settlement Fund. The Plaintiffs' attorneys will submit an application for attorneys' fees to the Court by May 27, 2012, which may then be viewed at www.QuixtarClass.com.

For more information or a Claim Form: 1-888-334-6149 www.QuixtarClass.com

EXHIBIT C

Welcome to the
Pokorny v. Quixtar
Class
Action Settlement Site

Last Updated: April 16, 2012

[HOME](#)

[COMMONLY ASKED QUESTIONS](#)

[SETTLEMENT AGREEMENT](#)

[PRELIMINARY APPROVAL ORDER](#)

[SECOND AMENDED COMPLAINT](#)

[MOTION FOR ATTORNEYS' FEES](#)

[NOTICE](#)

[UNA NOTIFICACIÓN EN ESPAÑOL](#)

[CLAIM FORM](#)

[IMPORTANT DATES](#)

[PRODUCT BUNDLE DESCRIPTIONS](#)



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Adobe Reader is free and is required to view and print documents on this site.

[A](#) [A](#) [A](#)

Welcome

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

**If You Were an Amway/Quixtar Distributor Any Time
Between January 1, 2003 and February 21, 2012,
You Could Get Benefits from a Class Action Settlement.**

Para una notificación en Español, llame 1-888-334-6149 o visite [AQUÍ](#)

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- A Settlement has been reached with Quixtar, Inc., ("Quixtar") about the pricing of Quixtar products and the recruitment of Quixtar distributors, whom the company calls "Independent Business Owners" ("IBOs").
- Those included in the Settlement may be eligible to receive a payment or free products. Quixtar has also agreed to change some of its business practices.

Your legal rights are affected even if you do nothing. Read this notice carefully.

Your Legal Rights and Options	
Submit a Claim Form	This is the only way to get a payment or products. This option will result in you giving up your rights to sue Quixtar and sellers of "business support materials" ("BSM Companies") about the legal claims in this lawsuit. You do not need to provide documentation to receive free products. Business Support Material expenses must be verified with receipts, credit card statements, or other similar forms of proof of purchase, which may include your <u>own signed statement</u>. To receive benefits, submit a Claim Form online or by mail by August 17, 2012. You can submit supporting documentation to the following address; Quixtar Settlement PO Box 8035 Faribault, MN 55021-9435
Exclude Yourself	This is the only option that allows you to sue Quixtar and sellers of "business support materials" separately over the claims resolved by this Settlement. However, under this option, you would get no payment or products from the Settlement.
Object	Write to the Claims Administrator about why you do not like the Settlement. These objections will be provided to the Court.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	Get no money or products. Give up rights to sue Quixtar and sellers of "business support materials" about the claims in this lawsuit.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

DISCLAIMER

Please do not contact either Quixtar or the Court about this Settlement. If you have questions, please refer to the Commonly Asked Questions and the other information posted here.

EXHIBIT D**OBJECTIONS**

SEQ	NAME 1
1	MARIA E JUAREZ
2	MARIA H WONG
3	JEREMY THOMAS
4	FREEDOM CONSULTANTS LLC
5	SHANE & EVELYN HAYES
6	WILLIAM J CULLINS
7	ZECHARIAH FRITZ
8	RICHARD & LOREEN ECKENWILER
9	MICHAEL HAMBRUCH
10	SANDRA FRAZIER
11	MICHELLE & ROBERT SZYNSKIE
12	GRANT NAGATA
13	GARY GENTRY
14	BRUCE & MARY MILLER
15	DEANNA M JARAMILLO
16	DENNIS O OBADO
17	MICHAEL & EVIE LOU BITONDO
18	VIRGIL & DARLENE HILL

OPT OUT REQUESTS

SEQ	NAME
1	RENEE SERAFINI
2	LINDA THURSTON
3	VALERIE JOHNSTON
4	STEPHEN CROCHET
5	GERALD DAVITT
6	BESSIE WALLACE
7	MONIKA CARY
8	ANTHONY LEONARDO
9	RONALD HAWS
10	JAMES GEIGER
11	JAMES MUNCY
12	GLEN HEINTZ
13	SUZANNE NULL
14	JIMMY HAHN
15	LOUISE HAINES
16	DAVID HANCE
17	CARL CHANDLER
18	DARLA CURTIS
19	CARLA HADDEN
SEQ	NAME

20	JEFFREY WHITTAKER
21	ROBERT HOWARD
22	LORETTA BICKERT
23	ERNEST STEWART
24	JOHN MANNING
25	THERESA WILLIAMS
26	GERALD HILBERT
27	DAVID GROTHPIETZ
28	MARY HODSON
29	ISABEL GARCIA
30	BETTY WELLS
31	JOYCE MCCABE
32	GREGORY CASTORA
33	JOEL TRENKLE
34	MICHELE SAMS
35	SALLIE HOEKEMA
36	KEVIN MOE
37	ELLEN GLOBKE
38	KENNETH MILLS
39	RODOLPHE MOTARD
40	KATHY RITENHOUR
41	MARK CALDAROLA
42	JAMES STEWART
43	LORETTA NILES
44	EDWARD SUROWIEC
45	SAMUEL BOYADJIAN
46	JERALD CARDINAL
47	DAVID BRAINARD
48	ALEXANDRA FOSTER
49	SAM LANKA
50	STEVEN BOUKNIGHT
51	JOSEPH LAGOR
52	KEVIN MOE
53	EDGAR CHAVIRA
54	ANGELIA HOUSE
55	OLESYA FAYN
56	ABRAHAM LIZARDO
57	PATSY MCCORD
58	JONATHAN DEIBERT
59	NICOLE JOHNSON
60	STACEY ARMSTRONG
61	KEVIN MOE
62	WILLIAM NEWTON
63	INTERACTIVE MARKETING SYSTEM
64	TRUNG TRAN
SEQ	NAME
65	FLOYD WOODMAN

66	GARY MAYES
67	DON KENCHEL
68	EMILY HARRIS
69	ADAM TOW
70	XUE VANG
71	ANTHONY J AKLES
72	DWIGHT CASE
73	YONG HERMANNY
74	ELIZABETH IRBY
75	VIRGINIA IRBY
76	AUDREY BROWN
77	BILLY GUTHRIE
78	JAMES BRYANT
79	DEBORAH COE
80	JEAN KUNECKI
81	MARK STEVENS
82	BRIAN DARNELL
83	WEI CHEN
84	SHAWNA MAJOR
85	PATRICIA DIETLEIN
86	JUNKO HARBISON
87	MAKOTO EZURE
88	MEGUMI EZURE
89	MASAKO SU
90	BETTIE HENSLEY
91	CLARE DORAN-KOLAT
92	ELAINE METRO
93	DARRELL DEWARD
94	MARVIN GIFT
95	GERALD HAINES
96	JOHN H SYBERT
97	DOROTHY GARVER
98	GARRY L WHEELER
99	MAXWELL LEVERICH
100	SUNNY CLARK
101	ANNE M LOVETT
102	ELIZABETH DESIMONE
103	JEFFRY KIRSCHEN
104	PEGGY FLICK
105	DOROTHY VANERKA
106	MARK SCHMITT
107	MARGO R ALLMARAS
108	JOAN BRIGGS
109	PATRICIA CONNELL
SEQ	NAME
110	LAWRENCE FU
111	JOHN RIMKUNAS

112	MONTIE F CHAMBERS
113	DONNA GOBBLE
114	SHIRLEY REED
115	RACHEL TALLEY
116	MICHAEL MANK
117	CAROLE GRAY
118	DOROTHY J MILLER
119	ROBERT JEARY
120	SHAUN BAYS
121	BETSY BAYS
122	DELLA BOZMAN
123	MARY D THERIOT
124	JEFFREY ORLOSKI
125	JASON WALKER
126	M E ONEILL
127	JANICE KING
128	JOHN KOLETTIS
129	LENORA HEATH
130	DARRYL BENNETT
131	SCOTT MCKECHNIE
132	JAMES J GAUDET
133	ARTHUR
134	SARAH ALLERTON
135	SAMUEL SEELOFF
136	RUTH SEELOFF
137	PAUL VITUCCI
138	DONNA MCGUIRE
139	JOAN LONG
140	DOUG BRINKS
141	RYAN LURK
142	KAM KWOK
143	DAVID GONZALES
144	PAUL EGRSHEIM
145	CARL C CHASTAIN
146	DONALD L HUSTON
147	BRIAN MCCLURE
148	DEBORAH MARTIN
149	PHILLIP ANTONUCCI
150	CHADRICK WEAVER
151	MARK SUMMERS
152	RON PILO
153	KENNETH HEBERT
154	JEFFREY W HOWARD
SEQ	NAME
155	HANNAH HOWARD
156	SCOTT WALTER
157	SCOTT IMWALLE

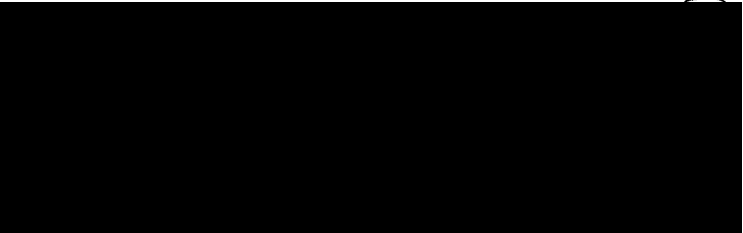
158	MICHAEL KARAMAN
159	BENJAMIN HOUCK
160	DOUG ABELE
161	AUDREY BAARDSON
162	RICHARD MICHAEL TAYLOR
163	LUCY METZKER
164	CHRISTI MCCANN
165	KENT O GEPPERT
166	SANTI RUIZ
167	DELVIN J JOHNSON
168	LEIDEANA MORAN
169	JESUS YRUEGAS
170	MARY E MORRIS
171	JULIE L VRIEZE
172	BERNICE M RIOUX
173	C VOGHELL-FARRINGTON
174	JOAN LEE
175	KRISTOFOR HOLIEN
176	JUANITA BRUMFIELD
177	JUANITA BRUMFIELD
178	SHEILA VILLACIS
179	JIMMY CAYETANO
180	MICHELLE LOVETT NO I
181	MICHELLE LOVETT NO I
182	VICTORIA PRIME-JACKSON
183	BILL BLAVAT
184	SAGAR BHATNAGAR
185	DION JONES-LEWIN
186	MELISSA BLANZ
187	MELISSA BLANZ
188	ABRAHAM TATIS
189	DEWEY COURTER
190	BILLY JONES
191	DULCE BUENO
192	MEREDITH BARTO
193	MICHAEL SMITH
194	KATHIE HARRISON
195	CHENGJIE ZHU
196	JONATHAN GARRETT
197	CHRISTOPHER DECOCK
198	KERI HERRON
199	JEROME ORLANDO
SEQ	NAME
200	BRIAN WARREN
201	DIANE M EGIDIO
202	NANCY WEGEMAN
203	DERRICK MEAD

204	JOHN MORGAN
205	SYLVIA JACKSON
206	DORENE OTT
207	J PAUL OTT
208	JOSEPH COLLINS
209	TERRY HUME
210	SCOTT JOHNSON
211	SUE LITWIN
212	HENRY BUSTAMANTE
213	CARMELO ESTACIO
214	SCOTT JENSEN
215	DONALD MELL
216	WESLEY BARKOWIAK
217	DEAN D FRANKE
218	JOSHUA GRANT
219	NATHAN BEAGLE
220	MARY SIMON
221	TODD BAUER
222	BRIAN DRINKWINE
223	BONNIE RUSHING
224	TZVETELINA WILLIAMS
225	KRISTY SCHILLINGER
226	ROBERT MORGAN
227	SYLVIA HENSLEY
228	JAMES ROBERTSON
229	DOUGLAS WRIGHT
230	PHILIP FRENCH
231	DENNIS OBADO
232	MARK PETERS
233	HOWARD CAKE
234	HENRY ROBBINS
235	CASTEL LAROZE
236	DONNA YOCUM
237	NICHOLAS AUSTIN
238	JOCELYN JOHNSON
239	GARY NAHRWOLD
240	JULIE SZYMKOWSKI
241	DAMIEN WILLIAMS
242	PETER STYNOSKI
243	ANN HAVEN
244	STEVEN BAUMANN
SEQ	NAME
245	GLEN T MERMER
246	PAULA KUX
247	PHILIP KAMINSKI
248	DONOVAN QUESENBERRY III
249	STEPHEN DONOHOUE

250	DWIGHT GOODWIN
251	KATHLEEN WALLER
252	JEROME GOULD
253	JERRY RIZO
254	JERRY RIZO
255	WARD BURROWS
256	SHEFALI BULCHANDANI
257	LUIS RIVERA
258	ROBERT KLINE III
259	ROBIN LAMPMAN
260	MICHAEL BEESON

8-01-2012

Douglas R. Abele
Donna L. Abele



Douglas R. Abele
Donna L. Abele
August 1, 2012

To whom it may concern,

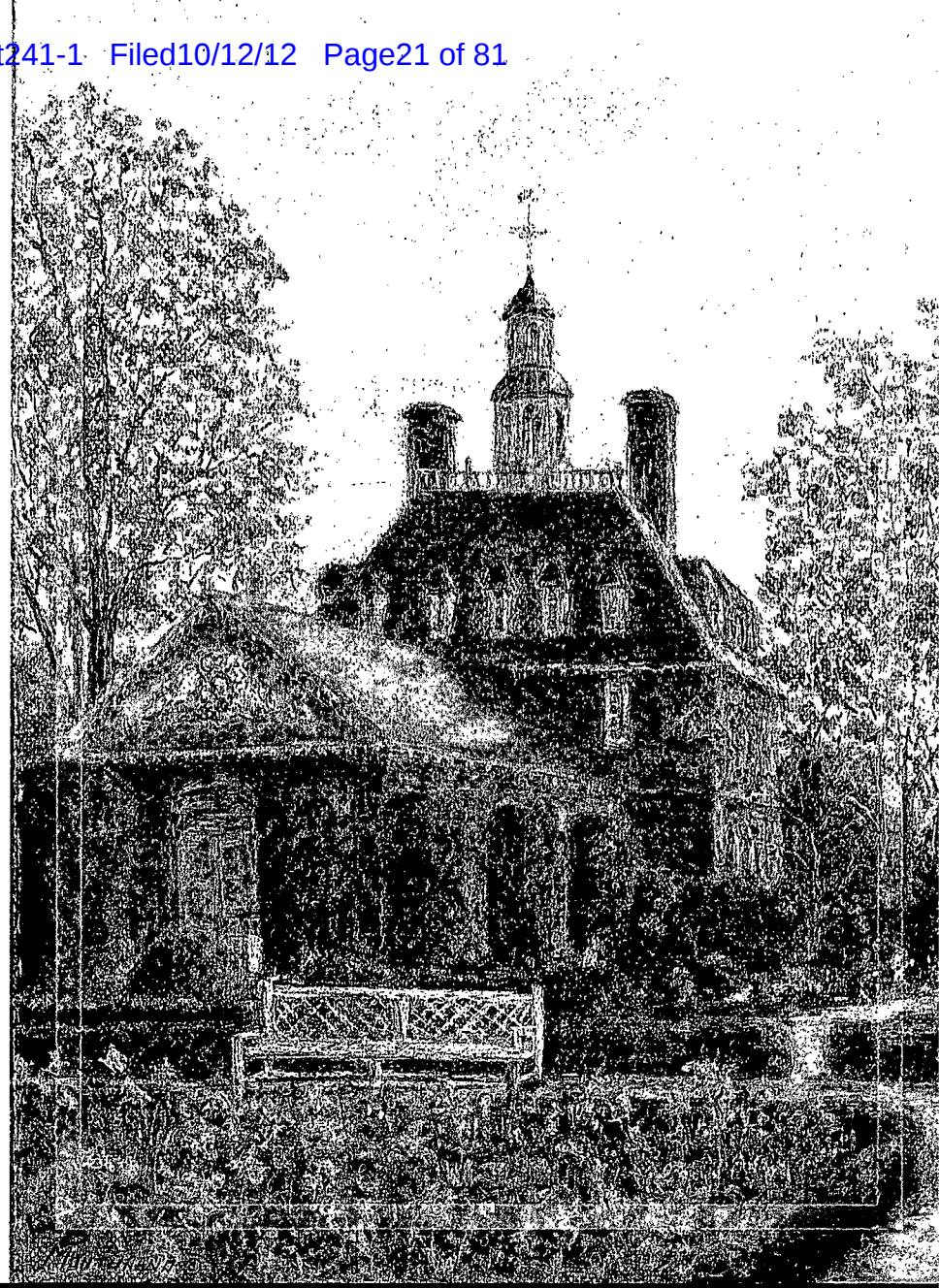
We have no idea how anyone could complain when you, (individuals coming into the business), have small print in their contracts but fail to read them.

We would like to show our support for Amway/Quixtar by excluding ourselves from Pokorny & Quixtar, Inc. No. C 07-00201 SC

THE GOVERNOR'S PALACE GARDENS

From a painting by Caesar Monturano
www.protoart.com

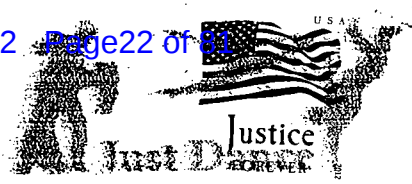
*The Colonial
Williamsburg Foundation*





Mrs. Donna Abels

02 AUG 2012 FRI 3 1



2012
5
August 2012
Guitar Settlement/Objections
P.O. Box 8035
Faribault, Mn 55021-9435

55021943535



[REDACTED]

August 7, 2012

Quixtar Settlement Exclusions/Objections
PO Box 8035
Faribault, MN 55021-9435

Subject: Exclusion from the settlement

To whomsoever it may concern,

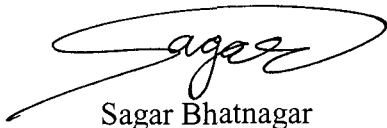
I was advised by your telephone representative to write to you. There is a spurious claim in my name under the claim ID: 0021420511. This claim is false and should be disregarded. Please exclude me from the Pokornyv. Quixtar, Inc., No. C 07-00201 SC.

My information is below:

Name: [REDACTED]
Address: [REDACTED]
Contact: [REDACTED]

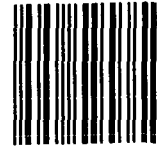
Your customer representatives who helped me over the phone and via email were very helpful. Thanks for your help in excluding me from the settlement.

Sincerely,


Sagar Bhatnagar

08/07/12

CERTIFIED MAIL™



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U.S. POSTAGE
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AUG 08, '12
AMOUNT

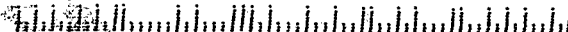
\$3.40

00019357-12

REC'D AUG 19 2012

QUIXTAR SETTLEMENT EXCLUSION/OBJECTIONS
P.O. Box 8035
FARIBAULT, MN 55021-9435

550219435



August 8, 2012

Aug 8

Quixtar Settlement Exclusions/Objections

PO Box 8035

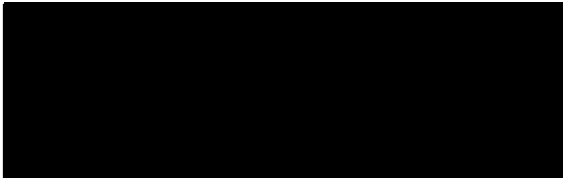
Faribault, MN 55021-0435

Please exclude me from the settlement (Pokorny v. Quixtar, Inc., No. C 07-00201 SC). I am happy with Quixtar and don't want anything to do with the settlement.

Thank you very much.

MG Blanz

Melissa Blanz



Claimant ID #: 27780711

27789711

August 8, 2012

Aug 8

Quixtar Settlement Exclusions/Objections

PO Box 8035

Fairbault, MN 55021-0435

Please exclude me from the settlement (Pokorny v. Quixtar, Inc., No. C 07-00201 SC). I am happy with Quixtar and don't want anything to do with the settlement.

Thank you very much.

MG Blanz

Melissa Blanz



Claimant ID #: 0012027668

0012027668

09 AUG 2012 PM 1 L



Quixtar Settlement Exclusions/objections
P.O. BOX 835
Faribault, MN

55021-0435

AUG

To whom it may concern re: Quixtar (Amway) Settlement

I have no desire to be a part of this Class Action and Settlement. I have been an independent business owner for over 20 years and have no quibble with Amway/ Quixtar. They have been ethical from my perspective and I do not want to be associated with any adverse action against them.

Thank you.

Sincerely, Patricia Connell

Claimant ID - 0001002096

26 JUN 2012 PM 2 L



Claims Administrator

PO Box 8035

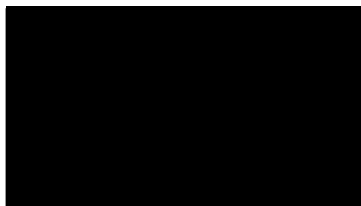
Faribault, MN

55021-9435

55021+9435



Jonathan Harry Deibert



Regarding:

Pokorny v. Quixtar, Inc. C07-00201 SC

During no time was I unfairly induced, mistreated or lied to about or in regards to any aspect of the Amway/Quixtar business. I believe the allegations to be false and demand that my name be taken off this lawsuit and have my personal information expunged from any and all legal actions against Amway/Quixtar.

A handwritten signature in cursive script that reads "Jonathan Harry Deibert".

Jonathan Harry Deibert

04/16/12

Case 3:07-cv-00201-SC Document 241-1 Filed 10/12/12 Page 31 of 81

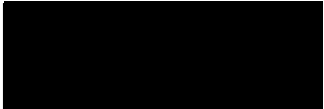


Pokorny V. Quixtar, Inc NO. 07-002015C.
Claims Administrator
Quixtar Settlement Exclusions/Objections
PO BOX 8035
Fairbault, MN 55021-9435

REC'D APR 19 2012

35021 942535





June 14, 2012

Claims Administrator

P.O. Box 8035

Faribault, MN 55021-9435

To whom this may concern:

I remove myself from the proposed settlement against Amway/Quixtar.

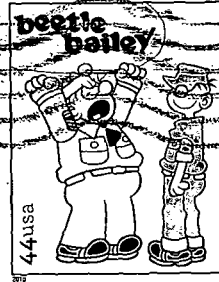
Amway/Quixtar did nothing wrong in recruiting me to be an IBO and there is nothing wrong in their pricing of goods. This is a high quality company with very high quality goods.

The letter gives my claimant ID number as 0003417119

Elizabeth R. Desimone

(Ms.) Elizabeth Desimone

14 JUN 2012 PM 9:1



Claims Administrator

P.O. Box 8035

Faribault, MN 55021-9435

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08/14/2012

To the Staff at Quixtar Exclusions/Objections

Please exclude me from Pokorny v. Quixtar, Inc No. c 07-00201 SC.

I have seen no wrong doing and have not been affected in any way by Quixtar or Amway. I do not wish to be involved in any legal action against them.

Thank you

Brian J. Drinkwine



Brian J. Drinkwine

15 AUG 2012 PM 3 L



REC'D AUG 20 2012
QuixTar Settlement Exclusions/Objections
P.O. Box 8035
Fairbault, MN 55021-9435

Dear Claims Administrator,

8-13-2012

I object to claim ID #0004287919.
Please exclude me from the lawsuit. I disagree
with the claim.

Sincerely,

Dean D Frante

Dean D Frante



14 AUG 2012 PM 1 T



REC'D AUG 20 2012

Claims Administrator
PO Box 8035
Faribault MN 55021

55021+5435



Quiptar (Amway) Settlement

Claim ID Number 001807448

I Dorothy Garver object
to this lawsuit, filed
against Quiptar, Inc. and
want to be excluded.

Thank you,

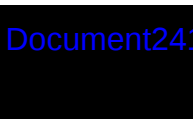
Dorothy Garver



Just a note

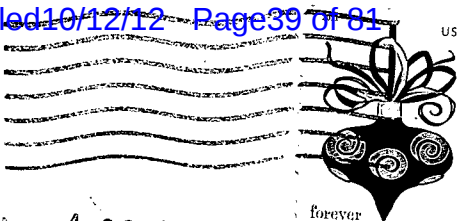
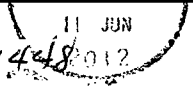


Mrs Dorothy Garver



Case 3:07-cv-00201-SC Document 241-1 Filed 10/12/12 Page 39 of 81

Claimant ID # 0001807448



REC'D JUN 14 2012

Claims Administrator
P.O. Box 8035
Fairbault MN. 55021-9435



June 4, 2012

This is to be excluded from the pricing & recruitment case against Quixtar, Inc. I do not understand the case & have no complaints.

I am an IBO.

Claimant ID # 0004048916
as printed on ^{the} postcard notifying me
of the settlements

Thank You,

Bettie Hensley



Ms. Bettie Hensley

USA 45



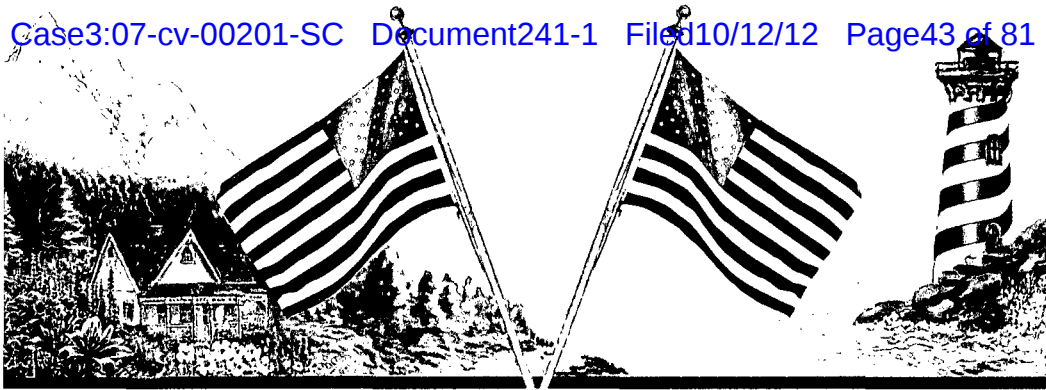
REC'D JUN 08 2012

Claims Administrator
P.O. Box 8035
Faribault, MN 55021-9435

55021+9435



For
Quixtar Inc.
Exclusion Notification



To Whom It May April 25, 2012
Concern:

I do not wish to participate in this settlement. Please exclude my (our) names from any legal documents. We have had our distributorship since 1982 & 1981.

Amway is probably the best run company in America today. I find it very sad that this can happen to Amway.

Sincerely
Bob & Peggy Howard
dist # 613117



Case 3:07-cv-00201-SC Document 241-1 Filed 10/12/12 Page 44 of 81
~~Court Ordered Legal Notice~~

**CLAIMS ADMINISTRATOR
PO BOX 8036
FARIBAULT, MN 55021-9436**

*Si usted fue distribuidor de
Amway/Quixtar en cualquier
momento entre el 1 de enero de
2003 y el 21 de febrero 2012,
podrá obtener beneficios del
acuerdo logrado a partir de una
demanda colectiva.*

*Para una notificación en Español,
llamar 1-888-334-6149 o visitar
www.QuixtarClass.com*

**The Plaintiffs' attorneys will
submit an application for
attorneys' fees to the Court by
May 27, 2012, which may then be
viewed at www.QuixtarClass.com.**



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PRESORTED
FIRST-CLASS MAIL
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PAID
Rust Consulting, Inc.

Important Notice About Quixtar (Amway) Settlement

A 1001 1358836

CLAIMANT ID NUMBER: 0001971484



ROBERT & PEGGY HOWARD



sent
4-25
2012

Case 07-cv-00201-SC Document 241-1 Filed 10/12/12 Page 45 of 81
If You Were an Amway/Quixtar Distributor At Any Time Between January 1, 2003 and February 21, 2012, you could get benefits from a Settlement.

Records show that you are a current or former Amway/Quixtar distributor. A lawsuit was filed against Quixtar, Inc., ("Quixtar") over its pricing of goods and its recruitment of Quixtar distributors, whom the company calls "Independent Business Owners" ("IBOs"). Quixtar denies that it did anything wrong. The Settlement includes \$34 million in cash, \$21 million (retail value) in free products, and a legal commitment from Quixtar that it will change certain business practices. Go to www.QuixtarClass.com for more information and to file a claim online.

Who's Included? You are included in the Settlement if at any time between January 1, 2003 and February 21, 2012, you were an IBO or a legal entity through which an IBO conducted a Quixtar-related business.

What Can You Get? Former IBOs who quit Quixtar before February 21, 2012 may be eligible to receive a cash payment and/or free products. Former IBOs may be eligible to get (1) up to \$75 in free products if you paid a registration fee which was not refunded and if you did not renew your Quixtar distributorship; (2) up to \$2,000 to repay you for the purchase of business support materials, and (3) up to \$10,000 if you lost more than \$10,000 or filed for bankruptcy because of your participation as an IBO. Current IBOs are not eligible to receive compensation from the Settlement, however, they will benefit from certain business reforms.

How to Get Benefits? You must submit a Claim Form to get benefits. The Claim Form is available at www.QuixtarClass.com or by calling 1-888-334-6149. You can submit a Claim Form online or by mail. The deadline to submit a Claim Form is **August 17, 2012**.

Your Other Rights. If you do nothing, your rights will be affected. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement. The deadline to exclude yourself is **August 17, 2012**. If you do not exclude yourself you will not be able to sue Quixtar and sellers of "business support materials" for any claim relating to the lawsuit. If you stay in the Settlement, you may object to it by **August 17, 2012**. You may object by sending a letter to the Claims Administrator at PO Box 8035, Faribault, MN 55021-9435 which will be provided to the Court. The Court will hold a hearing on **November 16, 2012** to consider whether to approve the Settlement and award attorneys' fees. You can appear at the hearing, but you don't have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing. **The Detailed Notice, available at www.QuixtarClass.com or by calling 1-888-334-6149, further explains how to exclude yourself or object.**

Attorneys' Fees. The Plaintiffs' attorneys anticipate seeking fees of \$15,000,000 (15 million dollars). Any awarded attorneys' fees and costs will be paid from the Cash Settlement Fund.

For more information or a Claim Form:

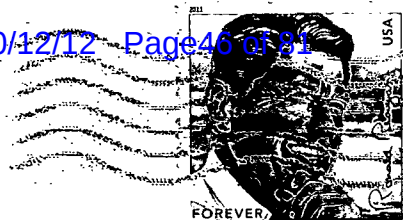
1- 888-334-6149

www.QuixtarClass.com

Bob & Peggy Howard

Case 3:07-cv-00201-SC Document 241-1 Filed 10/12/12 Page 46 of 81

25 APR 2012 PM 2 L



Claims Administrator
P. O. Box 8035
Faribault, MN.

55021-9435

30

"IN GOD WE TRUST"

30

30

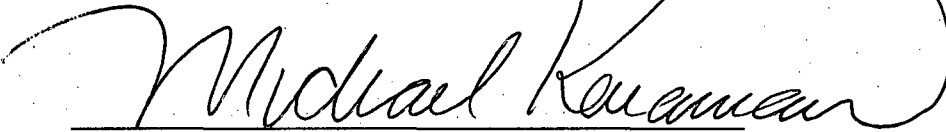
Quixtar Settlement Exclusions/Objections

PO Box 8035

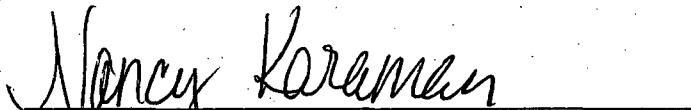
Faribault, MN 55021-9435

We wish to be excluded from Pokorny v. Quixtar, Inc., No. C 07-00201 SC.

I take any responsibilities of my decisions to purchase, or not to purchase, any materials to build my business. I am also responsible for any losses or profits that I create from my actions.

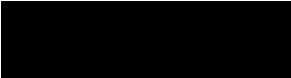


Michael Karaman



Nancy Karaman

IBO #8582

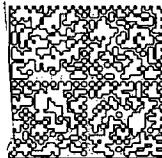
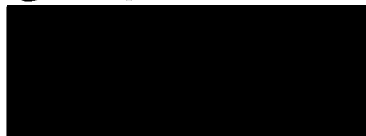




CC: Tom & Lori Milo
Amway Corp, Legal



KARAMAN
COMMUNICATIONS

Case 3:07-cv-00201-SC Document 241-1 Filed 10/12/12 Page 48 of 81



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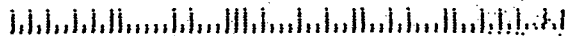
AUG

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5502199435 5070



07-07-2012

From = John Kolettis



To : The Claims Administrator

Ref: Class Action - Settlement against Quixter

Dear ,

I do not want to participate in the settlement with Quixter. I generally disagree with class actions and I am not submitting a Claim Form to get benefits. I object to the idea of lawyers getting together to throw companies out of California or out of business, while gaining millions of dollars for themselves. We, ourselves, should use common sense, logic and get informed, Knowledge is power. Let's not blame others for our situations.

Thanks for reading.

Sincerely

Handwritten signature of John Kolettis.

29 JUL 2012 PM 6:1



REC'D JUL 12 2012

The Claims Administrator
P.O. Box 8035
Faribault, MN. 55021-9435

55021943535




Sirs:

I wish to be excluded completely from the Quixtar/Amway settlement and do hereby submit this letter as documentation to be provided to the Court to that end.

I do not wish to receive any "free goods" or "cash" that was not earned through legitimate effort on my part, which this "settlement" includes.

Sincerely,



(Michelle Leverich)

claimant ID: 0019953533

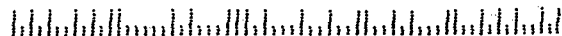
13 JUN 2012 PM 3 1



Clairas Admin
P.O. Box 8035
Faribault, MN
55021-9435

REC'D JUN 15 2012

5502199435



James and Mary Muncy



April 17, 2012

Quixtar Settlement Exclusions/Objections
PO Box 8035
Faribault, MN 55021-9435

To whom it may concern,

We wish to be excluded from Pokorny v. Quixtar, Inc., No. C 07-00201 SC.

We are NOT excluding ourselves so that we are free to sue Amway/Quixtar at a later date. In fact, I am copying Amway on this letter and I state right here that I will never sue them for anything they have done in the past. I believe that they have always conducted their business with the greatest of ethical practices and considerations. Amway is a great company and they exemplify all that is good about American business. It is a shame that they have to put up with lawyers that represent all that is bad with America today.

What American needs is more companies like Amway and less lawyers like those who have filed this lawsuit. Thus, to the lawyers that would choose to suck us into your evil deeds, I say please get out of our lives and go get a REAL JOB rather than running around harassing GREAT companies like Amway.

Sincerely,

A handwritten signature in black ink, appearing to read "James A. Muncy", with a long horizontal flourish extending to the right.

James A. Muncy, Ph.D. in Business Administration
Professor of Marketing, [REDACTED] University

A handwritten signature in black ink, appearing to read "Mary E. Muncy", with a long horizontal flourish extending to the right.

Mary E. Muncy

cc: Amway Corporation
[REDACTED]
[REDACTED]
[REDACTED]

JIM AND LISA MUNCY

REC'D APR 20 2012

QUIXTAR SETTLEMENT
EXCLUSIONS/OBJECTIONS
P.O. Box 8035
FARIBAULT, MN 55021-9435

55021-9435



August 17, 2012

Claims Administrator
P.O. Box 8035
Faribault, MN 55021-9435

CLAIMANT ID NUMBER: 0002610627

To Whom It May Concern:

Please regard this as formal notice of requesting exclusion from the Amway/Quixtar Distributor Settlement. This is for the following reasons:

- 1) this is a frivolous lawsuit filed by naive IBO's who were searching for a "get-rich-quick scheme" and lacked the ambition and drive that could lead to success;
- 2) this is a classic example why we need "serious tort reform" in this country.

Thank you for honoring the above request.

Sincerely,



James C. Robertson



CC:

James C. Robertson
[REDACTED]

Case3:07-cv-00201-SC Document241-1 Filed10/12/12 Page56 of 81

[REDACTED]
17 AUG 2012 PM 2 L



REC'D AUG 20 2012

Claims Administrator
P.O. Box 8035
Faribault, MN 55021-9435

55021943535



23:30pm

Dear Attorney for Suit,

5-1-30

I will not be involved in
 suit. Amway is a good company
 and I feel it would not rest
 good with me, so leave me out of
 this suit.

COPY
JDSX James D. StewartIBO

Court-Ordered Legal Notice
CLAIMS ADMINISTRATOR
PO BOX 8036
FARIBAULT, MN 55021-9436

Si usted fue distribuidor de
 Amway/Quixtar en cualquier
 momento entre el 1 de enero de
 2003 y el 21 de febrero 2012,
 podrá obtener beneficios del
 acuerdo logrado a partir de una
 demanda colectiva.

Para una notificación en Español,
 llamar 1-888-334-6149 o visitar
www.QuixtarClass.com

The Plaintiffs' attorneys will
 submit an application for
 attorneys' fees to the Court by
 May 27, 2012, which may then be
 viewed at www.QuixtarClass.com.



0 0 6 7 2 4 0 5 2 2

PRESORTED
 FIRST-CLASS MAIL
 U.S. POSTAGE
 PAID
 Rust Consulting, Inc.

Important Notice About Quixtar (Amway) Settlement

A 1001 0853117

CLAIMANT ID NUMBER: 0007240522

DAVID WILSON
 JAMES STEWART

COPY
JDS
1

James D. Stewart

Case3:07-cv-00201-SC Document241-1 Filed10/12/12 Page58 of 81

02 MAY 2012 PM 2 L

REC'D MAY 07 2012

Claims Administrator
P.O. Box 8036
Faribault, MN. 55021-9436

55021+9436



USA FIRST-CLASS FOREVER

A personal note ...


April 24, 2012

To Whom It May Concern:

I would like to be
excluded from the Settlement
(Deadline to be excluded Aug. 17, 2012)

I have no problem with
Amway

Joyce Stewart


ID# 0002288567


Ms Joyce Stewart

SEP 11 2012 PM 3:12

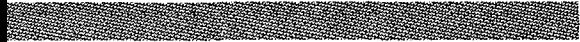
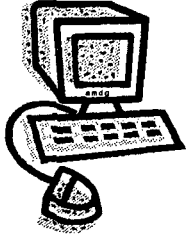
USA FIRST CLASS FOREVER

Claims Administrator
P.O. Box 8036
Fairbault MN

55071-9436

9/11/12

30



M E M O R A N D U M

To: Claims Administrator
Quixtar Settlement Exclusions/Objections
PO Box 8035
Faribault, MN 55021-9435

Date: June 4, 2012

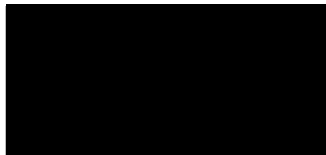
Re: Pokorny v. Quixtar, Inc., No. C 07-00201 SC
Claimant ID number 0001660975

While some Independent Business Owners (a.k.a. Distributors) may act in an unethical manner, we have never had any problems with the Amway (previously Quixtar) corporation, or our supplier of business support materials, the Yager Group. Both companies have always been fair in their pricing and dealings with us, which has been since 1995 when we became IBOs (distributors).

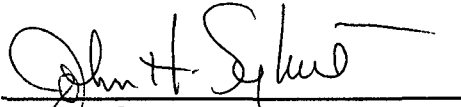
We object to this superfluous and inane lawsuit regarding pricing of goods and recruitment of IBOs in Quixtar/Amway and demand to be excluded from any further action.

Names: John H. Sybert
Christine D. Sybert

Address:



Phone:



John H. Sybert



Christine D. Sybert





Ms Christine Sybert

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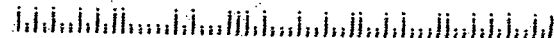
30 JUN 2012 PM 5:1



REC'D JUN 14 2012


Claims Administrator
Quixtar Settlement Exclusions/Objections
PO Box 8035
Faribault, MN 55021-9435

55021943535



June 19, 2012

FROM:

Nancy L Vanerka &
Dorothy J Vanerka


TO:

Claims Administrator
P.O. Box 8035
Faribault, MN 55021-9455

RE: Lawsuit – “If You Were an Amway/Quixtar Distributor At Any Time Between January 1, 2003 and February 21, 2012, you could get benefits from a Settlement”

Exclude us from this lawsuit. We object to it.

Nancy L. Vanerka



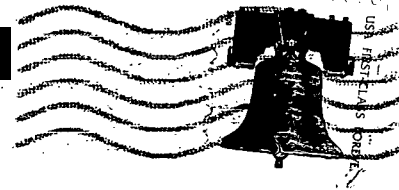
Dorothy J. Vanerka



Vanerkaas

Case 3:07-cv-00201-SC Document 241-1 Filed 10/12/12 Page 64 of 81

19 JUN 2012 PM 8 L



Claims Administrator
P.O. Box 8035
Faribault, MN 55021-9455

REC'D JUN 21 2012

5502194555



Joseph Darrell Palmer (SBN 125147)
Email: darrell.palmer@palmerlegalteam.com
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603 North Highway 101, Ste A
Solana Beach, California 92075
Telephone: (858) 792-5600
Facsimile: (858) 792-5655

Christopher A. Bandas (*Pro Hac Vice* Pending)
Email: cbandas@bandaslawfirm.com
Bandas Law Firm, P.C.
500 N. Shoreline Avenue, Suite 1020
Corpus Christi, TX 78401
Telephone: (361) 698-5200
Facsimile: (361) 698-5222

Attorneys for Objectors Maria H. Wong and Maria E. Juarez

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

Jeff Pokorny, Larry Blenn, and Kenneth Busiere,
on behalf of themselves and those similarly
situated,

Plaintiffs,

v.

Quixtar, Inc.

Defendant.

Case No. 07-cv-0201 SC

**OBJECTIONS OF MARIA H. WONG AND
MARIA E. JUAREZ TO PROPOSED
SETTLEMENT AND NOTICE OF INTENT
TO APPEAR**

Date: November 16, 2012
Time: 10:00 a.m.
Judge: Hon. Samuel Conti

COME NOW, MARIA H. WONG and MARIA E. JUAREZ ("Objectors") Class Member to this
action, by and through their undersigned counsel, and hereby file these Objections to the Proposed Class
Action Settlement, give notice of their counsel's intent to appear at the November 16, 2012, settlement
hearing, and request awards of an incentive fee for serving as unnamed class member objectors.

///

INTRODUCTION

CLASS MEMBERS MARIA H. WONG and MARIA E. JUAREZ, (“Objectors”), submit the following argument to the Court in support of their objections to the settlement of *Pokorny v. Quixtra, Inc.*, Case No. 07-cv-00201, currently pending before the Northern District of California, San Francisco division. Objectors submit that they are class members. Ms. Wong is a current Amway distributor or “IBO” and Ms. Juarez is a former IBO. Their addresses and telephone numbers are listed at the conclusion of these objections. Objectors respectfully submit the following:

I. SUMMARY OF OBJECTIONS

1. The settlement terms are designed to deter claims by class members which makes the settlement unfair and unreasonable;
2. The settlement which provides product instead of cash reimbursement benefits the Defendant, does not make the aggrieved class member whole, and does nothing to disgorge Defendant’s ill-gotten profits;
3. The incentive awards are unusually high;
4. Counsel must disclose the intended *cy pres* recipient to the class prior to the fairness hearing, and should have prior to the objection deadline, such that class members are informed of the alleged benefit to the non-claimant class members;
5. The attorneys’ fee request is excessive, at over 30% of the common fund; AND
6. Counsels’ use of Judge Charles B. Renfrew’s, Terry Goddard’s, and the Honorable Weinstein’s endorsement of the fee request in this matter is an improper use of attempt to sway the District Court’ unbiased opinion and may not be included in the Court’s calculation of fairness of the fee request

II. LEGAL AUTHORITY

a. The District Court Must Police the Settlement of these Proceedings

The court has a “duty under Rule 23 of the Federal Rules of Civil Procedure to protect absent class members and to police class action proceedings.” *Strong v. BellSouth Telecommunications, Inc.*, 137 F.3d 844, 849 (5th Cir. 1998). The duty requires a review of substantive claims included in the agreement and an investigation into the manner in which fees of class counsel are to be paid and the dollar amount for such services. *Id.* The 2003 Committee Notes to Rule 23(h) state that “[a]ctive judicial involvement in measuring fee awards is singularly important to the proper operation of the class-action process. Continued reliance on case law development of fee-award measures does not diminish the court's responsibility. In a class action, the district court must ensure that the amount and mode of payment of attorney fees are fair and proper whether the fees come from a common fund or are otherwise paid. Even in the absence of objections, the court bears this responsibility.” Committee Notes to Rule 23(h), 2003.

Rule 23(e) of the Federal Rules of Civil Procedure provides that “[a] class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.” A settlement may only be approved after the court finds it is fundamentally fair, adequate and reasonable. *Id.* This rule has been read as a requirement for the court to “ ‘independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interest of those whose claims will be extinguished.’ ” *In Re Cendant Corp. Litig.*, 264 F.3d 201, 231 (3rd Cir. 2001), citing *In re General Motors Corp. Pickup Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 785 (3rd Cir. 1995). (emphasis added)

b. The Settlement is Flawed Because the Requirements to Participate are Onerous.

The settlement agreement provides the following relief for former independent business owners of Quixtar (“IBOs”):

- ❖ Type 1: Registration Fee benefits – Former IBOs who paid the registration fee for one year only is eligible to receive \$75 (retail) of free products from Quixtar.
- ❖ Type 2: Business Support Materials (“BSM”) – Former IBOs that spent at least \$100 on BSM may be able to recover up to 20% of the verifiable expenses of these materials, up to a maximum of \$2,000. If the IBO earned any money from Quixtar, he/she is not eligible for the refund. Class members must provide documentation to prove these expenditures.
- ❖ Type 3: “Special Hardship” Payment – Former IBOs may receive a payment of up to 20% of his losses, or \$10,000, whichever is less if he: either lost \$10,000 from operating the Quixtar business or if his Quixtar business caused him to file for bankruptcy. Class members must provide documentation to prove this special hardship.

The problems with these different levels of relief are plenary:

Type 1: There is no rational reason why these aggrieved consumers could not be reimbursed with cash. Instead, Defendant is able to reimburse these class members by aging inventory of, in many cases, perishable items. This is a benefit to Defendant because Defendant is able to move inventory off of its books at the retail price before it is aged. Further, Defendant is not disgorged any ill-gotten profits from their wrongful acts.

1 Type 2: The class member is required to provide documentary evidence of these losses. (Notice
2 ¶ 9.) (Stlmt, § 6.1.1, 6.1.2(g).) The problem in providing such evidence is clear. The class period in this
3 case runs from 2004 to 2012. Many of these class members that suffered actual losses will not have
4 retained receipts or old credit card statements proving their losses. This hurdle will undoubtedly result
5 in a lower participation rate by potential class members. More importantly, once a Type 2 class member
6 does submit a claim and documentary proof, Defendant is permitted to utilize the class member's 1099
7 documents to verify that no income was made from each class member's Quixtar business. If any
8 money was made at all, the class member under Type 2 is unable to recover. The settlement agreement
9 states that the 1099 will only be reviewed with the class member's permission. (Stlmt., § 6.1.6.)
10 However, it seems likely that many class members would refuse to have such a sensitive and personal
11 document reviewed by total strangers for only a small reimbursement of one's losses. Furthermore,
12 payments reported on a form 1099 have nothing to do with whether the class member made a "profit."
13 Only a Schedule C would reveal a profit. So not only is the 1099 not useful, but it will act as a deterrent
14 to would-be claimants.

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20 Type 3: To make a claim under this tranche, a class member must provide personal and sensitive
21 documentation regarding the financial hardship suffered by him as a result of his enrollment as an IBO.
22 To the extent a class member is inclined to share this information, the class period extends back to 2004,
23 and much of this documentation is likely destroyed or lost. It is probable the claims for this will also be
24 quite low, given the difficulty of making such a claim.

25
26
27 ///

1 **c. There is No Rational Reason to Differentiate Between Current and Former IBOs.**

2 The monetary and in-kind relief of this settlement belongs exclusively to former IBOs.

3 However, it is probable that there are current IBOs that have the same complaints as those former IBOs
4
5 and have just not completed the act of ending their relationship with Defendant. These current IBOs
6 would certainly have documentation to prove losses as their claims would have happened more recently.
7
8 There is no reason not to offer the relief to these class members as well, instead of providing them only
9 with future relief vis a vis changes in Defendant's business practices. For those current IBOs who
10 intend to cease being a distributor, there is no relief whatsoever.

11
12 **d. The Failure to Disclose the Cy Pres Recipient Does Not Comport with Ninth Circuit Precedent.**

13
14 At the time of writing this objection, the class has not been informed where the donation of *cy*
15 *pres* monies and goods will be donated. The settlement agreement reads “[a]ny remaining amounts of
16 the Cash Fund, after all approved claims and expenses are paid, shall be distributed by the Court, with
17 input from Quixtar and Plaintiffs, for the benefit of the class or as *cy pres*.” (Stlmt, 6.1.5.) Like the
18 cash fund, the product fund shall also be disseminated in the same manner, “so as to benefit the class of
19 former IBOs or as *cy pres* to an appropriate charity”, after all claims are made. (Stlmt, § 6.2.4.) There is
20 absolutely no indication of where these donations will go and simply suggesting a “charity”
21 demonstrates that little thought has been aimed at nominating recipients (there's no requirement it be a
22 charity) who will provide an direct or indirect benefit to the non-claimant class members related to the
23 allegations set forth in the complaint.
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1 The purpose of cy pres.

2
3 The doctrine of *cy pres* originated in the law of wills and trusts and allowed courts to redirect
4 money from trusts and testamentary gifts that would otherwise fail for legal reasons. *In Re Wells Fargo*
5 *Securities Litigation*, 991 F.Supp. 1193, 1194-95 (N.D. Cal. 1998). However, a court cannot direct
6 excess funds to any seemingly worthwhile recipient. Instead, the funds must be used in such a way that
7 best serve the original intent of the settlor or testator. *Id.* at 1195. This idea was translated for use in the
8 context of class actions when “(1) no parties have equitable interests in the residue or (2) distribution to
9 such parties would be impractical.” *Id.* Courts within this Circuit have warned, “a court must be
10 careful to direct the residue to an entity that will indirectly serve the interests of class members or
11 “others similarly situated, e.g. *future class members* who engage in future transactions of the type
12 involved in the class litigation.” *Id.* at 1195.
13
14
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16 This proposed settlement fails under this doctrine. As evidenced by the non-revertible fund of
17 millions of dollars of cash and product, distribution to the class is not impractical. Furthermore, the only
18 relationship between this lawsuit and donations of these funds and products to unnamed charities is the
19 source of the donation. This proposed distribution is an abuse of the *cy pres* doctrine and inadequately
20 compensates the injured party – the class.
21
22

23 I. The Use of the Cy Pres Doctrine Must be Strictly Construed or Final Approval
24 Will be Reversed.

25 The Ninth Circuit recently had cause to review the application of the *cy pres* doctrine in *Dennis*
26 *v. Kellogg Co.*, 2012 WL 2870128 (9th Cir., July 13, 2012.) In its opinion, the Ninth Circuit warned
27 against the dangers of the improper use of the *cy pres* doctrine:
28

Not just any worthy recipient can qualify as an appropriate *cy pres* beneficiary. To avoid the “many nascent dangers to the fairness of the distribution process,” we require that there be “a driving nexus between the plaintiff class and the *cy pres* beneficiaries.” *Nachshin*, 663 F.3d at 1038. A *cy pres* award must be “guided by (1) the objectives of the underlying statute(s) and (2) the interests of the silent class members,” *Id.* at 1039, and must not benefit a group “too remote from the plaintiff class,” *Six Mexican Workers*, 904 F.2d at 1308. Thus, in addition to asking “whether the class settlement, taken as a whole, is fair, reasonable, and adequate to all concerned,” we must also determine “whether the distribution of the approved class settlement complies with our standards governing *cy pres* awards.” *Nachshin*, 663 F.3d at 1040 (internal quotation marks omitted).

Id. at *4.

This Circuit has made clear that the *cy pres* donation must be closely tied to the interests of the class members. The specific charity must be identified and analyzed by the Court prior to the final fairness hearing. *Id.* at *6. Courts must carefully scrutinize the entirety of the settlement before granting approval, “paying special attention to ‘terms of the agreement contain[ing] convincing indications that the incentives favoring pursuit of self-interest rather than the class’s interests in fact influenced the outcome of the negotiations.’” *Staton v. Boeing Co.*, 327 F.3d 938, 960 (9th Cir. 2003).” *Id.* The Ninth Circuit in *Kellogg* warned that failure to disclose the *cy pres* recipient forecloses the district court from undertaking the searching inquiry required of it. *Id.* Because the settlement must either stand or fall based on the entirety of the settlement provisions, counsel’s failure to disclose the intended *cy pres* beneficiary means this settlement cannot be approved.

e. The Fee Request is Excessive and Accounts for over 30% of the Fund.

In the Ninth Circuit, either the percentage of the fund or lodestar method may be adopted to calculate attorneys’ fees. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998). Regardless of which method is chosen, the most important inquiry is whether the end result is favorable for the class. *Powers v. Eichen*, 229 F. 3d 1249, 1256 (9th Cir. 2000). “The most critical factor is the degree of success obtained.” *Hensley v. Eckhart*, 461 U.S. 424, 436 (1983).

1 *1. The Results Achieved and Fund Amount Are Exaggerated*

2 Class Counsel's request for a lodestar multiplier of 2.29 is unfounded and the attorneys' attempt
3 to pull the wool over the eyes of their client and the Court cannot be rewarded. This proposed
4 settlement is not as large as class counsel makes it to be. Adding insult to injury, a large portion of it
5 will be granted to some as yet unnamed beneficiary – not the class. The Court must make a detailed
6 inquiry into the actual benefit the class will receive before granting approval of this fee request or the
7 settlement.
8

9
10 The actual benefit this settlement provides is the amount that it will cost the Defendant to create
11 it. Counsel argues that the “retail” value of the products, \$17 million, should be used in the Court's
12 calculation of the fund. But this argument is flawed for several reasons. One, Plaintiffs' own
13 allegations state that Defendant's product prices were inflated by 20%. (Motion for Fees, p. 12.)
14 Secondly, the value of the fund should be calculated according to the cost borne by the Defendant – the
15 actual net value of the products which comprise the fund. Assuming a 20% reduction in the value of
16 the product, although it should perhaps be more, the fund could be more closely calculated at \$47
17 million.¹ Using that number, counsel's fee request amounts to 31.9% of the fund; significantly higher
18 than this Circuit's benchmark.
19
20

21 *2. A 30% Fee For Consumer Class Actions Is Not the Norm in this Circuit*

22 This Circuit has established 25% as the benchmark fee for common fund cases. *Powers v.*
23 *Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000.) However, 25% is only the starting point of the analysis.
24
25
26

27 ¹ As stated previously, use of the “products” as part of the calculation of the fund should be taken in its proper context. The
28 products provided by Defendant are aging inventory, and rapidly losing their value to Defendant. LOOK UP EXTENZE RE:
VALUE OF PRODUCTS...

1 The fee must be adjusted to reflect the specific circumstances of each individual case. *In re Ventro*
 2 *Corporation Securities Litigation*, 226 F. App'x 711, 711 (9th Cir. 2007.)

3
 4 Class Counsel attempts to liken this case to a line of cases that have established 25% as a
 5 “benchmark” for reasonable fees in a common fund. In reality, this “benchmark” is a legal fiction and
 6 this Court should give no weight to any proffered benchmark, especially when it has no correlation to
 7 how the class is benefitted. This flawed approach creates arbitrary results and is inconsistent with the
 8 notion that “a fee award should be assessed based on scrutiny of the unique circumstances of each case,
 9 and “a jealous regard to the rights of those who are interested in the fund.”” *See Goldberger v.*
 10 *Integrated Resources, Inc.*, 209 F.3d 43, 53 (2d Cir. 2000). (Holding that a deviation from the 25%
 11 “benchmark” embraced by class counsel to 4% was not an abuse of discretion); *See also In re Infospace*
 12 *Inc.*, 330 F. Supp. 2d 1203, 1210 (W.D. Wash. 2004) (“There is nothing inherently reasonable about a
 13 25 percent recovery, and the courts applying this method have failed to explain the basis for the idea that
 14 a benchmark fee of 25 percent is logical or reasonable.”); *Vizcaino*, 290 F.3d at 1048 (“Selection of the
 15 benchmark or any other rate must be supported by findings that take into account all of the
 16 circumstances of the case.”); *In re Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 129
 17 (9th Cir.1994) (“WPPSSS”) (“[T]here is no necessary correlation between any particular percentage and
 18 a reasonable fee.”).

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 22 Class counsel further argues that this very District Court held that the benchmark is NOT 25% as
 23 Ninth Circuit jurisprudence dictates but is, rather, 30% of the common fund. (Motion for Fees, p. 6, Ins.
 24 19-23, citing *In re Omnivision Techs., Inc.*, 559 F.Supp.2d 1036 (N.D. Cal. 1989.) However, counsel
 25 takes this suggestion out of context from this Court’s opinion. In *Omnivision*, this Court was comparing
 26 “similar cases” to the one pending before it; namely, securities fraud class actions. *Id.* at 1047. (“The
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 28

median in class actions is approximately twenty-five percent, but awards of thirty percent are not uncommon in securities class actions.’ *In re Ikon Office Solutions*, 194 F.R.D. 166, 194 (E.D. Pa, 2000.)” *Id.* at 1047-8.

Furthermore, this Court’s *Omnivision* opinion predates the Ninth Circuit’s clear directive regarding its 25% benchmark in 2000. *Powers v. Eichen*, 229 F.3d at 1256. Class counsel’s effort to misstate Ninth Circuit jurisprudence in order to suit its own purposes is not well-taken and should be viewed with scrutiny. Granting 30 or even 25% would be excessive given the results here, the identified problems with the settlement, and the inability to calculate the actual value to the class. To do so would unfairly put this settlement on the same grounds as other hard fought and beneficial settlements.

f. **Submission of an Opinion by a Mediator is Grossly Improper.**

Nothing can sway the District Court's independent analysis as the fiduciary of the class in its fairness determination of the settlement and fee request. *See Mirfasihi v. Fleet Mortg. Corp.*, 356 F.3d 781, 785 (7th Cir.2004.) Lead counsel has provided “expert” and mediator opinions regarding the fairness of the settlement and fee request. But these individuals are being compensated by counsel and, as such, will naturally provide an analysis certain to be favorable to class counsels' Motion. Even in light of these improper declarations in support, the District Court must still make an independent inquiry and should not rely on these biased, third-party opinions.

An objection is further made to these declarations to the extent they violate the Federal Rules of Evidence. First, these statements are inadmissible because they constitute inadmissible hearsay, lack foundation, are argumentative, and attempt to proffer lay or expert opinion without foundation. More importantly, these statements are absolutely not admissible as evidence. Federal Rule of Evidence 408 states:

Evidence of the following is not admissible — on behalf of any party — either to prove or disprove the validity or amount of a disputed claim or to impeach by a prior inconsistent statement or a contradiction:

(1) furnishing, promising, or offering — or accepting, promising to accept, or offering to accept — a valuable consideration in compromising or attempting to compromise the claim; and

(2) conduct or a statement made during compromise negotiations about the claim.

Fed. R. Evid. 408 (emphasis added.)

Accordingly, statements made by the mediators or anyone else about the mediation are absolutely not admissible for any purpose.

Furthermore, neither the class nor the Court has had the opportunity to vet the opinions of these persons, nor has class counsel designated them as their experts. As such, the opinions of Renfrew, Weinstein, and Goddard must be disregarded or, in the alternative, these individuals should be produced at the final approval hearing for examination by the court, parties, and objectors. The court is required to consider only competent admissible evidence in carrying out its fiduciary review of the settlement and fee request. (See evidentiary objections, attached hereto.)

g. **The Incentive Awards Are Excessive.**

The requested incentive awards for the various class representatives are excessive especially when viewed in light of the likely recovery of the unnamed class members from this settlement. While the Plaintiff's go to great pains to cite a handful of cases which would support such an outrageous request, they fail to differentiate themselves from the majority of class representatives that have performed substantially similar duties and sought only \$1,000.00 to \$5,000.00 for an incentive award.

Incentive awards are approved by the Court only if found reasonable and fair given a review of the Class Representatives' involvement and the nature of the case. See *In re Lease Oil Antitrust Litig.*,

1 186 F.R.D. 403, 449 (S.D.Texas 1999) (incentive awards ranged from \$750 to \$10,000); *In re Southern*
 2 *Ohio Corr. Facility*, 175 F.R.D. 270, 277 (S.D.Ohio 1997) (declining to approve proposed incentive
 3 award of \$25,000; appointing Settlement Master/Trustee to determine appropriate award); *Green v.*
 4 *Battery Park City Auth.*, 44 *Fair Empl. Prac. Cas. (BNA)* 623, 627 (S.D.N.Y.1987) (approving incentive
 5 award of \$4,000); *Women's Comm. for Equal Employment Opportunity v. National Broad. Co.*, 76
 6 F.R.D. 173, 180 (S.D.N.Y.1977) (approving incentive awards beginning as low as \$336).

8 According to one scholastic study, the average incentive award payment for consumer class
 9 actions ranges between \$1,000 and \$5,000. See, Sherrie R. Savett, et al., “*Consumer Class Actions:*
 10 *Class Certification Issues, Including Ethical Considerations and Counsel Fees and Incentive Award*
 11 *Payments to Named Plaintiffs*,” 936 *PLI/Corp.* 321 at 340 (1996) (citing fifty-two cases involving
 12 incentive awards payments and noting that the normal range of such awards is \$1,000 to \$5,000).

14 In this case, Class Representatives seek an astounding \$20,000 per lead plaintiff, which totals
 15 \$60,000. To support this request, counsel claims that each class representative has spent in the range of
 16 250 hours each. This is far in excess of what is ordinarily awarded for a lead plaintiff’s work on such
 17 matters. Thus, while an incentive award is justified in this case, it should not be granted at the value that
 18 is currently requested. This deprives the remainder of the Class Members a significant sum that would
 19 otherwise be reserved for their benefit and would constitute a significant windfall for each of Lead
 20 Plaintiffs. Objectors request that the Court inquire into the time purportedly spent by these plaintiffs and
 21 reduce their award to a more reasonable sum.

24 **h. These Objectors Intend to Take Discovery.**

26 Important issues need be resolved regarding this settlement. Objectors intend to seek leave from
 27 the Court to request discovery regarding some of the problems identified in this objection.

1 i. **Joinder in Other Objections**

2
3 This Objector adopts and joins all other well pled, bona fide objections filed by other class
4 members in this case, and incorporates them by reference as if they appeared in full herein.

5 j. **Request for Attorneys' Fees**

6
7 Based on the above arguments and their benefit to the Court's analysis of reasonableness of this
8 settlement, these Objectors wish to reserve the right to apply for reasonable and appropriate
9 compensation for the valuable services which have been provided by this objection.

10 **III. CONCLUSION**

11 For the foregoing reasons and all others presented at oral argument, Objectors respectfully
12 request that the Court grant the following relief:

- 13
14 A. Upon proper hearing, sustain these Objections;
- 15 B. Upon proper hearing, enter such Orders as are necessary and just to adjudicate these Objections
16 and to alleviate the inherent unfairness, inadequacies and unreasonableness of the proposed
17 settlement and fee request;
- 18
19 C. Award an incentive fee to these Objectors for their service in improving the fairness of the
20 settlement, and award a reasonable attorneys' fee to their attorney.

21 LAW OFFICES OF DARRELL PALMER PC

22
23 Dated: August 17, 2012

By: /s/ Joseph Darrell Palmer

Joseph Darrell Palmer

Attorney for Objectors Maria H. Wong and Maria E. Juarez

CERTIFICATE OF SERVICE

I hereby certify that on August 17, 2012, I electronically filed the foregoing with the Clerk of the Court of the United States District Court for the Northern District of California by using the USDC CM/ECF system.

Service on participants in the case who are registered CM/ECF users will be accomplished by the USDC CM/ECF system.

I further certify that some of the participants in the case are not CM/ECF users. I have mailed the foregoing document by First-Class Mail, postage prepaid:

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/s/ Joseph Darrell Palmer
Joseph Darrell Palmer
Attorney for Objectors

RECEIVED

AUG 20 2012

LEGAL DIVISION

[REDACTED]
August 14, 2012

To Whom It May Concern:

Please totally EXCLUDE us from the Pokorny V./ Quixtar Inc. lawsuit, case #CO7-00201SC. They are suing the wrong party and it is shameful. We want no part of it.

Paul and Nancy Wegeman
[REDACTED]

Claimant ID #195911

Love from,
Nancy S. Wegeman

Nancy S. Wegeman

Alvin Paul Wegeman

Alvin Paul Wegeman



Ms. Nancy S. Wegeman

[REDACTED]

[REDACTED]

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